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| **1.1** | **GENERAL REQUIREMENTS** |
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| **1.1.1** | **Definition of the Works** |
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|  | This Tender Document is for the Folkestone and Hythe Measured Term Maintenance Contract, including, but not limited to, any associated surveys, site clearance, demolition, alteration, design, construction, Contractor’s costs, compliance, and demonstration of compliance with Statutory requirements, the Specification and Brief and associated Tender Drawings and documents. |
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| **1.1.2** | **The Specification & Project Brief** |
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|  | The Specification & Project Brief constitute this section of the Contract Documents along with all the documents contained within the Invitation to Tender. Any discrepancies in the Specification & Project Brief are to be reported to the Contract Administrator. |
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|  | Within **Appendix A3** (Schedule of Rates/Pricing Schedule), the main headings of work are listed out. However, the Contractor is referred to the relevant documents and drawings that accompany this contract for a full description of the works that form the Specification & Project Brief. |
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|  | The Contractor’s tender bid is to be fully compliant and strictly in accordance with the entire Invitation to Tender. Should the Contractor wish to substitute a specified material, manufacturer, or supplier, then this must be approved by the Contract Administrator / Employer before doing so. Failure by the Contractor to obtain such approvals may result in the Contract Administrator requesting such materials are removed and replaced. |
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|  | The Contractor is not precluded from proposing alternative methods of construction, materials, or services. However, if such changes are proposed the Contractor will need to demonstrate to the Contract Administrator / Employer that such changes are equal to or better than those proposed in the Specification and Project Brief. In addition, the full cost of consultation with the Employer and re-design shall be borne by the Contractor. The effect of such changes on the programme must also be made apparent. |
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|  | In selecting specific materials, the Contractor is to be aware of the location and nature of the works. Any materials selected are to be suitable for use and the Contractor is to be mindful to take account of long-term durability and maintenance cost. |
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|  | Folkestone and Hythe District Council are seeking to engage a professional contractor to undertake remedial works and repairs to a variety of residential buildings within its property portfolio to ensure that the highest standards of fire safety are maintained. In order to provide a scope of services F&HDC have previously engaged a team of professional advisors who have conducted updated Fire Risk Assessments and surveys in order to gather and provide data on the extent of works required and the priorities against each element of works. |
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|  | The level of detail provided within this tender package is intended to serve as a briefing, scoping, design parameter and specification package for the services required. In many instances, further surveys or design will be required to formulate a solution to the issue and it forms part of the contractor’s responsibility to take ownership of the issue and provide a proposal to F&HDC or its technical advisor for approval. As a minimum standard the proposal is to include technical details for the products and systems, details of warranties, servicing and maintenance requirements, a declaration of conformance to current regulations, quantities and detailed financial information to demonstrate compliance with the schedule of rates. |
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|  | The contractor is to develop a phasing strategy and submit proposals to F&HDC and its agents to demonstrate that the works are proposed to be completed in the most economical manner available, i.e. reducing the number of return and abortive visits, prioritising urgent works or quick wins, and limiting exposure to costs for site management, administration and welfare. |
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| **1.1.3** | **Indemnity Cover** |
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|  | The Contractor shall fully indemnify the Employer against damage, expense, liability, loss or claim, which the Employer may incur, sustain or be subject to arising from a breach of the Contractor’s Design Warranty referred to in the Contract Conditions. |
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|  | Without prejudice to this liability to indemnify the Employer, the Contractor shall maintain suitable indemnity insurance in order to cover their liability under the Contract Conditions. The Contractor shall produce when reasonably required to do so by the Contract Administrator, documentary evidence that the insurance required by this paragraph is properly maintained and the Contract Administrator may require to have produced for his inspection of the policy or policies or receipts in question. |
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|  | Should the Contractor default in insuring or in continuing to insure as set out, the Employer himself may insure against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums from any monies due or to become due to the Contractor. |
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| **1.1.4** | **Product Liability** |
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|  | Unless specifically excluded, the Employer requires a product liability assurance of no less than £5,000,000 |
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| **1.1.5** | **Health & Safety** |
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|  | The Construction (Design and Management) Regulations 2015 (CDM) will apply, and the Contractor will be appointed as the Principal Contractor. The Contactor will be required to comply with all obligations under the Regulations. |
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|  | The Employer has appointed a Principal Designer for the project, up to tender stage. A copy of any identified Pre-Construction Information is collated and provided in **Appendix B1**. The Contractor is responsible to reviewing this information to identify any further information that is required. The Contractor shall allow to include all additional information required. |
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| **1.1.9** | **Building Regulations** |
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|  | The Contractor will be responsible for obtaining Full Building Regulations Compliance. Unless specifically instructed otherwise, the Contractor shall use the local authority for checking compliance. The Contractor will be responsible for paying all fees and charges as necessary. |
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|  | The Contractor shall provide, no later than at Practical Completion, Building Regulations Approval Certificate and valid certificates from statutory undertakers and confirming that the various installations have been tested and meet their requirements. |
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|  | The Contractor shall provide, no later than at Practical Completion, certified evidence that any required inspections have been carried out by the Building Control Officer and the Fire Officer. |
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|  | Where necessary, the Contractor shall provide, no later than at Practical Completion, written confirmation from the Fire Brigade that the completed project meets with their requirements. |
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| **1.1.18** | **Materials** |
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|  | Where materials and equipment are indicated within the Specification & Project Brief they shall be of the type and manufacture detailed. |
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|  | No alteration shall be made without the permission of the Contract Administrator and no reduction to the standard and/or efficiency will be considered, unless specifically requested by the Contract Administrator. |
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|  | The Contractor and sub-contractor will not be entitled to any extra costs in respect of failure of any material submitted to the Contract Administrator for approval. |
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|  | Materials are to comply with the relevant British Standard specification irrespective of particular mention in this specification. |
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|  | The Contractor will be deemed to have included in his tender for the cost of obtaining materials from any source whatsoever as may be necessary to ensure the progress of the works in accordance with the requirements of the Contract. |
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| **1.1.19** | **Samples of Materials** |
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|  | The Contractor shall provide samples of materials, together with colour charts for selections of final finishes, to the Contract Administrator for approval. |
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|  | The Contractor is to provide a schedule, no later than the first progress meeting, of the latest dates that the Employer can select the aforementioned components. |
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|  | If the samples submitted by the Contractor and sub-contractor, do not in the opinion of the Contract Administrator, meet requirements, or fail to satisfy the terms of the Specification, the Contract Administrator may reject part or all of such articles or materials. |
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| **1.1.20** | **Demonstration of Compliance with the Specification & Project Brief** |
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|  | The contractor shall submit a Statement of Compliance with the Contract Conditions and the Specification & Project Brief for all works undertaken within the payment period. Where works are undertaken on behalf of the Contractor by the design team, or similar, statements from these parties are also required. |
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| **2.4** | **SPECIFIC REQUIREMENTS** | |
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| **2.4.1** | **Project Particulars** | |
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| **2.4.1.1** | Function: | Employer |
|  | Organisation: | Folkestone & Hythe District Council |
|  | Address: | Folkestone & Hythe District Council,  Civic Centre,  Castle Hill Avenue,  Folkestone,  Kent, CT20 2QY |
|  | Contact: |  |
|  | Telephone: |  |
|  | Email: |  |
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| **2.4.1.2** | Function: | Principal Contractor (under CDM Regulations) |
|  | Organisation: |  |
|  | Address: |  |
|  | Contact: |  |
|  | Telephone: |  |
|  | Email: |  |
|  |  |  |
| **2.4.1.3** | Function: | Contract Administrator |
|  | Organisation: | Folkestone & Hythe District Council |
|  | Address: | Folkestone & Hythe District Council,  Civic Centre,  Castle Hill Avenue,  Folkestone,  Kent, CT20 2QY |
|  | Contact: |  |
|  | Telephone: |  |
|  | Email: |  |
|  |  |  |
| **2.4.1.4** | Function: | Principal Designer |
|  | Organisation: | Betteridge and Milsom |
|  | Address: | The Old Bakehouse,  18a Ivy Lane,  Canterbury,  Kent, CT1 1TU |
|  | Contact: |  |
|  | Telephone: |  |
|  | Email: |  |
|  |  |  |
| **2.4.1.5** | Function: | Clerk of Works |
|  | Organisation: | **TBC** |
|  | Address: |  |
|  | Contact: |  |
|  | Telephone: |  |
|  | Email: |  |
|  |  | |
| **2.4.2** | **Referenced Documents** | |
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|  | The Contractor is to refer to all ancillary documents provided as part of the Invitation to Tender. The Contractor shall review the documents and make suitable allowance within his tender submission to enable the works to be suitably undertaken. | |
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|  | The Contractor must allow within his cost and programme for providing any further information as necessary to complete the works. The Contractor must advise the CA of any further information that they anticipate being required and any potential risk of items that may arise as a result of these investigations. | |
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| **2.4.3** | ***Other Specific Requirements*** | |
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|  | The following requirements shall be adhered to: -  **Appendix B1**: Pre-construction Information Pack  **Appendix B2**: Preliminaries  **Appendix B3**: Tender Design Information  **Appendix B4**: Contractor Design Portion Supplement | |
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| **2.4.3.3** | **Access**  Appointments must be arranged by the Contractor with the occupier to ensure the works are commenced and completed at and within the stipulated time periods.  Appointments and access requirements must be arranged by the Resident Liaison Officer (RLO) with each of the occupiers to ensure the ordered works are commenced and completed at and within the agreed time as set out within the contract Programme.  The RLO will be required to liaise with the occupier(s), including where necessary outside of normal working hours, and to provide written confirmation to them, with a copy to the Contract Administrator, detailing the agreed access arrangements. The written confirmation shall provide details on how the RLO can be contacted if the occupier(s) for whichever reason, requires a change in the appointment or any of the access arrangements.  The contractor is to inform the occupier in writing when they require to gain access to carry out the works as follows: -   * A letter (as approved by the Contract Administrator) is to be delivered at least 21 days prior to starting work. * Further written confirmation is to be delivered 7 days prior to starting work. * Verbal confirmation is to shall be obtained 24 hours prior to starting work   The Contractor will be entirely responsible for arranging appointments, access and  agreeing a programme of works with the occupiers and shall provide a written record  of all such arrangements and a copy of the programme for inspection by the Contract  Administrator at any time.  Where access has not been obtained or where access has been refused by the occupier, the Contractor shall immediately inform the Contract Administrator in writing. The Contract Administrator, on receipt of the written notification, may either arrange access on behalf of the Contractor or issue further instructions to the Contractor.  Should the Contractor, for whatever reason, fail to attend at the time of an appointment arranged by the Contract Administrator or Contractor, then the Contractor will be liable for any costs incurred by the Employer (see Conditions of Contract) or sustained by the Occupier.  The Contractor will be required to fully comply with the Equalities Act 2010. The Contract Administrator will endeavour to inform the Contractor if a dwelling is occupied by an elderly, infirm or disabled tenant and the Contractor must ensure that operatives allow sufficient time for the tenant to get to the door and to provide access. The Contractor will also need to comply with any special arrangements required for elderly or vulnerable occupiers.  For all unoccupied properties, the Contractor will be required to collect keys from the Contract Administrator within four normal working hours of the Order being raised. Keys are to be returned to the Contract Administrator on the day of the completion of the Order.  The Contractor will be required to provide, to the approval of the Contract Administrator, a duplicate logbook for recording the time and date of collection and return of all keys. The Contractor shall ensure that the logbook is signed by the Contract Administrator to confirm the time and date of collection and return of keys and one copy of each page shall be left with the Contract Administrator.  The Contractor will be deemed to be in possession of an unoccupied property from the time the keys are collected from the Contract Administrator or four normal working hours after the time the Order was raised, whichever is earlier, until the time the keys are returned to the Contract Administrator. The Contractor will be responsible for the security of the property and any damage caused during their possession of the property and shall immediately make good any such damage at their own expense.  The Contractor will be responsible for the safe keeping of all keys provided by the Employer and Occupiers. The Contractor shall ensure that the Contract Administrator is informed immediately of the loss of any keys and shall reimburse the Employer or Occupier the cost of replacement and reasonable security measures implemented as a result of such loss.  If the Contractor is unable to obtain access to an unoccupied property, they will be required to immediately inform the Contract Administrator by email. | |
| **2.4.3.4** | **Customer Interface and Relationship Management**  Consultation   1. The Client recognises that the success to the delivery of the Contract is highly dependent on the satisfaction of the residents. 2. It is expected that the Contractor will work with resident groups where available and create groups where none exist within its Contract Area to ensure involvement of the residents at a strategic level throughout the delivery of this Programme. 3. It is viewed that the Contractor will have to consult and communicate with residents on a regular basis illustrating the rationale behind the following:  * Works programme * Extent of works to each property * Reasons why Planned work is not applicable to a specific property/block/estate * Confirmation of date when work will be carried out to individual properties   In-order to maintain ease of communication, safety, and security the Clients require that the Contractor’s staff wear branded clothing and identification badges so that the Contractors’ employees and sub-contractors are easily identifiable to the residents within its Contract Area.  Resident Involvement   1. Good resident liaison is a key element in ensuring the success of the Contract and delivering a good quality service to our residents. 2. The Client considers the Resident Liaison Officer (RLO) to be a key member of the construction team and crucial to the success of a project. 3. The Contractor will be required to employ full time resident liaison officers (RLOs) for the duration of the works on site. Actual numbers required will be agreed with the Contract Administrator   Resident Liaison Officer  The Contractor must provide suitable numbers of full-time Resident Liaison Officers (RLO) who will be responsible for conducting and maintaining all communications with the occupiers together with residents' and tenants' organisations and ward councillors. The RLO shall be always contactable during the Contract Period.  The purpose of the RLO is therefore as follows:   * To create and maintain a good working relationship between residents and the site team. * To ensure there is always effective communication between the Contractor and residents. | |
|  | * To ensure that disruption and inconvenience to the residents, caused by the works, is kept to a minimum and they are advised of any change to the programme. * To ensure that the safety of the residents during the works is maintained. * To undertake such other duties as are reasonably required and agreed by both the Contractor and the Clients.   **Note: The Site Agent must never perform the role of the RLO. The RLO must be a separate role.**  Suitable cover arrangements must be provided to the approval of the Contract Administrator during any periods of temporary absence (e.g. leave) by the RLO before such absence takes place.  The Contractor must inform all occupiers in writing of the identity, hours of working, accessibility, contact address and telephone number, including mobile telephone number and the email address of the RLO.  All written communication to be produced by the RLO must be submitted for approval of the Contract Administrator prior to being forwarded to the occupiers.  The RLO must be always contactable in person, including outside of normal working hours for emergencies.  The RLO will also be required to attend meetings both prior to and during the contract. These meetings may be held outside of normal working hours. The RLO will also be required to work in the evenings or at weekends.  The RLO shall provide written confirmation of all access arrangements to the occupier. The written confirmation is to include a tear off acknowledgement slip for completion by the occupier. The RLO should be proactive in obtaining completed responses from the occupiers.  Should the RLO fail to obtain confirmation of access or be denied access at any time during the contract, the Contractor shall immediately notify the Contract Administrator and subsequently confirm this in writing.  It should be noted that both verbal and written communication to residents may be required in a number of languages.  The RLO must keep a record of all communications with occupiers for inspection by the Contract Administrator.  The RLO may be required to liaise with the Council to obtain access to dwellings.  The RLO must make all efforts to arrange access to the convenience of occupiers.  The RLO will be required to facilitate a harmonious relationship between occupiers and the Contractors' staff.  The RLO will be required to inform occupiers of the timing and progress of the Works.  The RLO must provide a minimum of 24 hours written notice to each occupier affected by any change in the programme.  Before works commence, each occupier shall be provided with a summary of the anticipated sequence of work. This must be provided in a written format to be approved by the Contract Administrator and include approximate duration periods. The RLO shall be available during the contract to explain the operation of new components, maintenance and cleaning requirements of any works carried out under the contract.  The RLO will be required to liaise with the Contract Administrator and the Council to ascertain and accommodate the special needs of some occupiers, e.g. elderly, hearing or visual impairment, limited mobility, dexterity, strength, reach or height, disabled and those for whom English is not their first language. The RLO is to ensure that all site operatives are kept informed of any special needs of the resident(s).  The RLO is required to maintain a duplicate Incident Book which shall record all complaints or comments from occupiers. The book is to be always made available for inspection by the Contract Administrator. Each entry is to be recorded in the following format and copies of each incident report shall be issued to the occupier(s) concerned and the Contract Administrator: | |
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|  | INCIDENT/COMMENT  Occupier(s) Name:  Occupier(s) Address:  Date incident reported:  Person logging incident (if not occupier):  Incident/Comments:  Occupier's Signature:  RLO's Signature:  Outcome / response / action (to be completed by RLO) Date:  Contract Administrator's signature and/or comments: | |
|  | Upon completion of each Section the RLO is to **conduct a resident satisfaction survey** with each occupier and collate the results monthly in a reporting format to be agreed by the Contract Administrator.  The Contractor will support the Employer with the two or more stages of pre-works consultation, and any works stage consultation meetings and communications. These may take place during the evening or at weekends. | |
|  |  | |